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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No. 2562 of 2016

Date of Decision: 08.07.2019

Biro and another

-Petitioners

Vs

Surat Singh (now deceased) through LRs

-Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. N.S. Dadwal, Advocate, for
Mr. Rahul Jaswal, Advocate,
for the petitioners.

Mr. Pankaj Middha, Advocate,
for the respondents.

RAJ MOHAN SINGH, J. (ORAL)

1. Petitioners have challenged the order dated 08.01.2016 passed by District Judge, Panipat vide which it was notified that if the petitioners do not redeem the mortgage which was granted vide mortgage deed dated 27.02.2007 within one year, the mortgage shall be finally foreclosed and conditional sale would become absolute.

2. Notice of motion was issued on 26.08.2016 and following order was passed:-

*“Learned counsel for the petitioners
contends that Section 8(a) of Bengal Regulation*

Act, 1806 is mandatory in nature wherein a notice of demand to discharge the mortgage debt was to be served upon the mortgagor requiring him to pay the amount to mortgagee within the stipulated time.

Notice of motion for 03.10.2016.

Operation of interim order shall remain stayed in the meanwhile.”

3. Thereafter, on 14.02.2019, learned counsel for the petitioners sought time to have further instructions as to whether the petitioners are ready to answer the claim of the respondents in terms of return of mortgage amount with reasonable interest till date.

4. Learned counsel for the respondents showed his willingness to accept the mortgaged amount with reasonable interest in order to settle the dispute for all times to come.

5. On 20.03.2019, both the parties made a statement that they are ready to compromise the *lis*.

6. Learned counsel for the petitioners on instructions from his client stated that the petitioners are ready to answer the claim of the respondents by paying mortgaged amount to the tune of Rs.3,84,500/- along with interest @ 9% per annum from the date of mortgage till final realization of the amount. The

aforesaid amount was ordered to be brought in Court on the adjourned date i.e. 29.05.2019.

7. The matter in due course came up for hearing on 29.05.2019.

8. In continuation of orders dated 14.02.2019 and 20.03.2019, both the parties agreed to settle the issue. Petitioners were ready to pay lumpsum amount of Rs.8,09,900/- towards full and final settlement of the claim of the legal representatives of deceased-respondent namely Dilbag Singh and Hawa Singh. Petitioners were ordered to bring the aforesaid amount in two demand drafts in the name of aforesaid legal representatives of deceased-respondent on 01.07.2019.

9. On 01.07.2019, petitioners brought the amount in question but inadvertently, an amount of Rs.4,04,500/- was brought in the shape of cheque. The arrangement was not perceived to be free from legal impediment and therefore, the case was adjourned for today for doing the needful in the context of orders dated 14.02.2019 and 20.03.2019.

10. Today, learned counsel for the petitioners has submitted two demand drafts bearing No.082863 and 592889 in a sum of Rs.4,05,400/- and Rs.4,04,500/- respectively towards full and final settlement of the claim of the legal representatives of deceased-respondent namely Dilbag Singh and Hawa Singh.

Photocopy of the same is retained on record.

11. Both the legal representatives of deceased-respondent namely Dilbag Singh and Hawa Singh are present in Court. The demand drafts have been handed over to them and the same have been accepted towards the aforesaid full and final settlement.

12. In view of consensus arrived at between the parties, no further action is required to be taken in this revision petition.

13. Disposed of.

08.07.2019

Jyoti Yadav

(RAJ MOHAN SINGH)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No